



Acceptable Use Policy

Mobius Communications Company (“Mobius”), have formulated this Acceptable Use Policy (“Policy”) in order to provide for the responsible use of Mobius’ networks, systems, services, web sites and products (collectively, the “Mobius Services”) by our customers and other users of the Mobius Services (collectively, “Users”), and to enable Mobius to provide Users with secure, reliable and productive services. By using the Mobius Services, Users consent to be bound by the terms of this Policy. Mobius reserves the right to modify this Policy in its discretion at any time. Such modification will be effective when posted to the Mobius website (www.mobiusinternet.com) or any successor URL(s). Customers and users of Mobius Services should regularly visit the web site and review this Policy to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber or customer agreement and this Policy, the terms of this Policy shall govern. Any use of the Mobius Services after such posting shall constitute acceptance of such modification.

General Policy. The provisions of this Policy are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this Policy, is prohibited. Mobius reserves the right at all times to prohibit activities that damage our commercial reputation and goodwill or affect the quality of Mobius Services or Mobius’ ability to provide service.

Suspension; Termination. In order to preserve the integrity of Mobius’ Services, Mobius may take action against you, including the cancellation of your Internet service account, if you, or anyone using your Mobius Services, violate this Policy, the terms and conditions for any agreement, any law governing your conduct on the Internet, or the policies of any network accessed through Mobius Services. Further, if you, or anyone using your Mobius Services engages in any conduct that interferes with Mobius’ Services or the use and enjoyment of the Internet by others, your Internet service account also may be cancelled. If such conduct results in damages to Mobius, you may be required to reimburse Mobius for such damages, subject to a minimum amount of \$500.00. You may also be charged an activation fee or further deposits to reconnect a suspended or terminated account.

Limitation of Responsibility. Through Mobius Services you will use networks or access information and other services that Mobius does not own or control. Mobius is not responsible in any manner for the content or accuracy of information or services from sources that Mobius does not control. Mobius reserves the right to remove or restrict access to any material that Mobius believes is illegal, that may subject Mobius to liability, or that violates this Policy or any Mobius policy. If you have any questions regarding this Policy, you may contact Mobius at info@bbc.net.

Privacy. Mobius' Privacy Statement is posted on Mobius' website at www.mobiusinternet.com. Please refer to this Privacy Statement in connection with Mobius' policies concerning the privacy of customer information.

Prohibited Conduct.

A. In General. The Mobius Services must be used in a manner that is consistent with the intended purposes of the Mobius Services and may be used only for lawful purposes. Users shall not use the Mobius Services in order to:

(a) transmit, distribute or store material in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect Mobius Services or other Mobius customers; or (c) that may expose Mobius to criminal or civil liability.

Users are prohibited from facilitating the violation of any part of this Policy, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this Policy.

B. Inappropriate Content. Users shall not use the Mobius Services to post, transmit, distribute or store any information or material, as reasonably determined by Mobius, that is inappropriate or objectionable, obscene (including child pornography), offensive, indecent, defamatory, libelous, threatening, harassing, abusive, hateful, racially or ethnically offensive, excessively violent or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;

C. Intellectual Property. Material accessible through the Mobius Services may be subject to protection under privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the Mobius Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If you use a domain name in connection with any of the Mobius Services, you must not use that domain name in violation of the trademark, service mark, or other rights of any third party.

D. Harmful Content/Use. Users shall not use the Mobius Services to transmit, distribute or store material that may be harmful to or interfere with Mobius Services or any third party's networks, systems, services, or web sites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses. Additionally, Mobius Services shall not be used to access or interfere with any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly

authorized to access, or probing the security of other hosts, networks, or accounts;

E. Fraudulent/Misleading Content. Users shall not use Mobius Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

F. E-mail and Unsolicited Messages. Users of Mobius Services may not: (a) send a harassing or unwanted solicitation by e-mail; (b) send the same (or substantially similar) unsolicited e-mail message to an excessive number of recipients (“Spamming”); (c) send multiple unwanted e-mail messages to the same address, or send any e-mail that provokes a complaint to Mobius from the recipient; (d) continue to send e-mail to a specific address after the recipient or Mobius has requested you to stop such transmissions; (e) falsify your e-mail address, or any other identification information, while using Mobius Services; (f) use e-mail to originate chain e-mails or originate or forward pyramid-type schemes; (g) use a mail server to relay or intercept e-mail without the expressed permission of the owner, or operate a mail server to relay or intercept e-mail; or (h) place your website address, which you have hosted through Mobius, on unsolicited commercial messages. Mobius reserves the right to cancel e-mail messages and/or restrict the size of e-mail distribution lists. Newsgroup spamming also places an unnecessary burden on system resources. Cross-posting the same (or a substantially similar) article to multiple Newsgroups is considered Spamming and is prohibited. Mobius reserves the right to restrict access to any Newsgroups or IRC services. Many Newsgroups prohibit posting of commercial advertisements or solicitations. You are required to comply with Newsgroup’s policies. You may not use IRC bots, or violate any policy of an IRC server, when using our service, including use of IRC-based telephony and videoconferencing. It is your responsibility to determine the acceptable use policies for any IRC server to which you connect.

Third Party Rules. Users may have access through Mobius Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

Inappropriate Actions. Mobius does not tolerate hacking and attacks. “Hacking” is any unauthorized attempt to monitor, access or modify computer system information or interference with normal system operations, whether this involves Mobius equipment or any computer system or network that is accessed through Mobius Services. An “attack” is any interference with Internet service to any User, host or network, including, but not limited to, mail-bombing, ping flooding, broadcast attempts or any attempt to overload a system to interrupt service. The following are examples of activity that Mobius

considers indicative of hacking or attacks: (a) Satan or port scans, full, half, FIN or stealth (packet sniffing); (b) SubSeven port probes; (c) BO scans or attacks; (d) mail host relay use or hi-jacking; (e) Telnet, FTP, Rcommands, etc. to internal systems; (f) attempts to access privileged or private TCP or UDP ports; (g) user ID/password cracking or guessing schemes; (h) virus, worms and Trojan horse attacks; or (i) smurf, teardrop and land attacks.

Security. You are responsible for any misuse of Mobius Services. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to Mobius Services. In all cases, you are solely responsible for the security of any device you choose to connect to Mobius Services, including any data stored or shared on that device. It is your responsibility to implement and maintain security procedures for your network or system. Mobius is not responsible for any loss or damaged caused by hacking, attacks and other related activities.

Responsibility for Content. Mobius takes no responsibility for any material created or accessible on or through Mobius Services. Mobius is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that Mobius becomes aware that any such material may violate this Policy and/or expose Mobius to civil or criminal liability, Mobius reserves the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material. Mobius further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that Mobius deems responsible for the wrongdoing.

Reporting Violations. Violations of this Policy may be reported to Mobius at info@bbc.net.

Enforcement of Policy. The failure of Mobius to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.